

A. G. Contract No. KR89-2538-IRD
ECS File: JPA-89-129
Project: H 2044 02C/H 2045 02C
Section: East Papago TI
(Phase II)
Sky Harbor Blvd. -
Washington St.

54218

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into February 16, 1989⁹⁰, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2 Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In connection with construction of SR 143, Hohokam Expressway, from McDowell Road to the Salt River, the City has requested, and State has agreed, to construct placement of a sanitary sewer facility ("facility") along the relocated Old Crosscut Canal (OCC) east side maintenance road, at City expense. The total cost to place this sanitary sewer facility is estimated to be \$1,904,000. The project limits are shown on Exhibit "A".

| |
|---|
| NO. <u>14535</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>2-16-90</u> |
| <u>Dion Shumway</u> Secretary of State |
| By <u>Patrice Hunter</u> |

4. The purpose of this agreement is to establish the responsibilities relative to design, construction and maintenance of said facility.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

a. Be responsible for the cost of the design as long as the cost to the State does not exceed the State's anticipated savings associated with less costly reconnections of private sewers severed by the State's projects, estimated to be \$166,000.

b. Prepare plans and specifications and related documents necessary for construction in accordance with MAG Specifications and the City of Phoenix Supplement.

c. Provide plans for City-requested facility to the City for review and approval.

d. Call for bids, award one or more construction contracts and administer same. Supervise construction, make all payments to the contractor and coordinate City's review and acceptance of the facility with the contractor.

e. Allow the new sewer facility, by utility permit, be located in right of way acquired by the State and shown in Exhibit "B", attached hereto and made a part hereof, which was acquired for the East Papago Freeway.

f. Upon completion of the project and acceptance by the City, submit to the City a detailed accounting of construction costs plus 15% of said costs for construction engineering and administrative costs, along with a bill for any costs in excess of City's cash deposit. Said submittal to include any costs compensation made by the contractor for construction of said facility. In the event that said costs do not exceed the amount of City's cash deposit, said submittal to include a check for the difference in costs assigned to City and the cash deposit made by the City.

City will:

- a. Review and provide written approval of final plans for City-requested facility as prepared by State.
- b. Be responsible for monitoring the construction of the facility.
- c. Be responsible for approval and acceptance of the completed facility constructed by the State's contractor.
- d. Deposit with State cashiers check in the amount of \$1,904,000. said amount equal to the estimated cost for construction of City-requested facility as detailed on Exhibit "C", attached hereto and made a part hereof. Said cash deposit to be made prior to advertisement of the construction contract.
- e. Remit payment to the State within 30 days after receipt of billing, for costs in excess of City's cash deposit to cover actual cost of construction.
- f. Bear all contractor claims for extra compensation attributed by State to City for City-requested facility.
- g. Allow the State to modify the private sewer reconnection to existing City sewers, that are required as a result of the State's project, such that they outlet into the new 48" sewerline.
- h. Acquire all necessary permits or easements from Salt River Project (SRP), Bureau of Reclamation (BOR), Maricopa County Flood Control District (MCFCD) or others necessary for placement of the facility in the relocated OCC right of way being acquired by the State for the United States of America.
- i. Permit the State's contractor to construct portions of the new facility within City right of way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

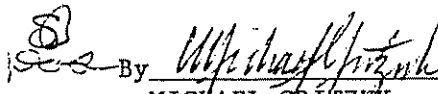
City of Phoenix
Engineering Department
125 E. Washington Street
Phoenix, AZ 85004-2342

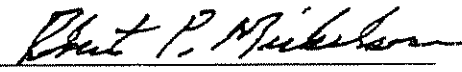
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

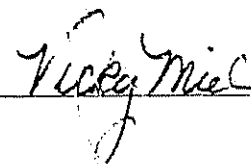
CITY OF PHOENIX
Marvin A. Andrews, City Manager

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL GRIZUK
Water and Waste Water
Director

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By: 

2295j
11DEC

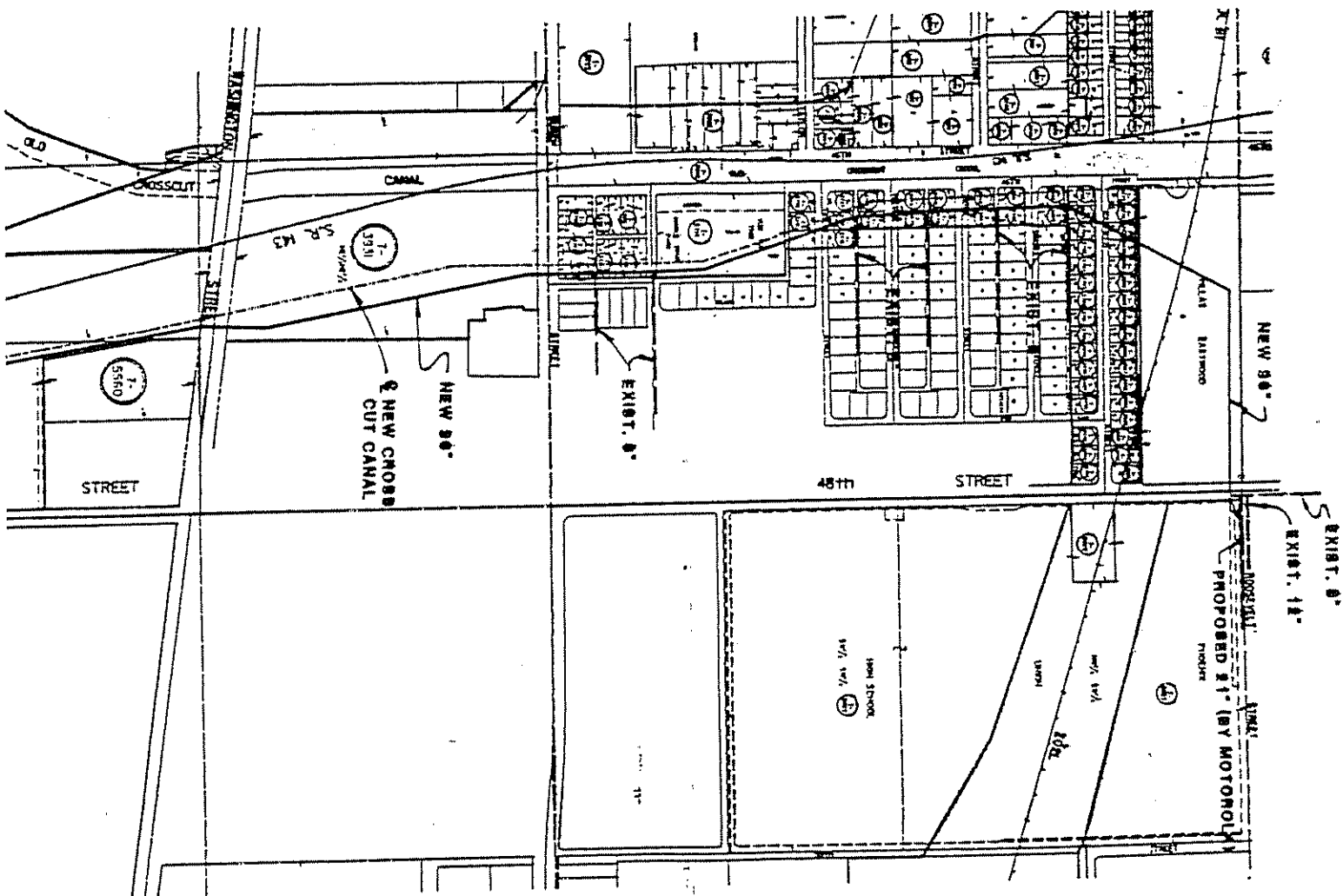
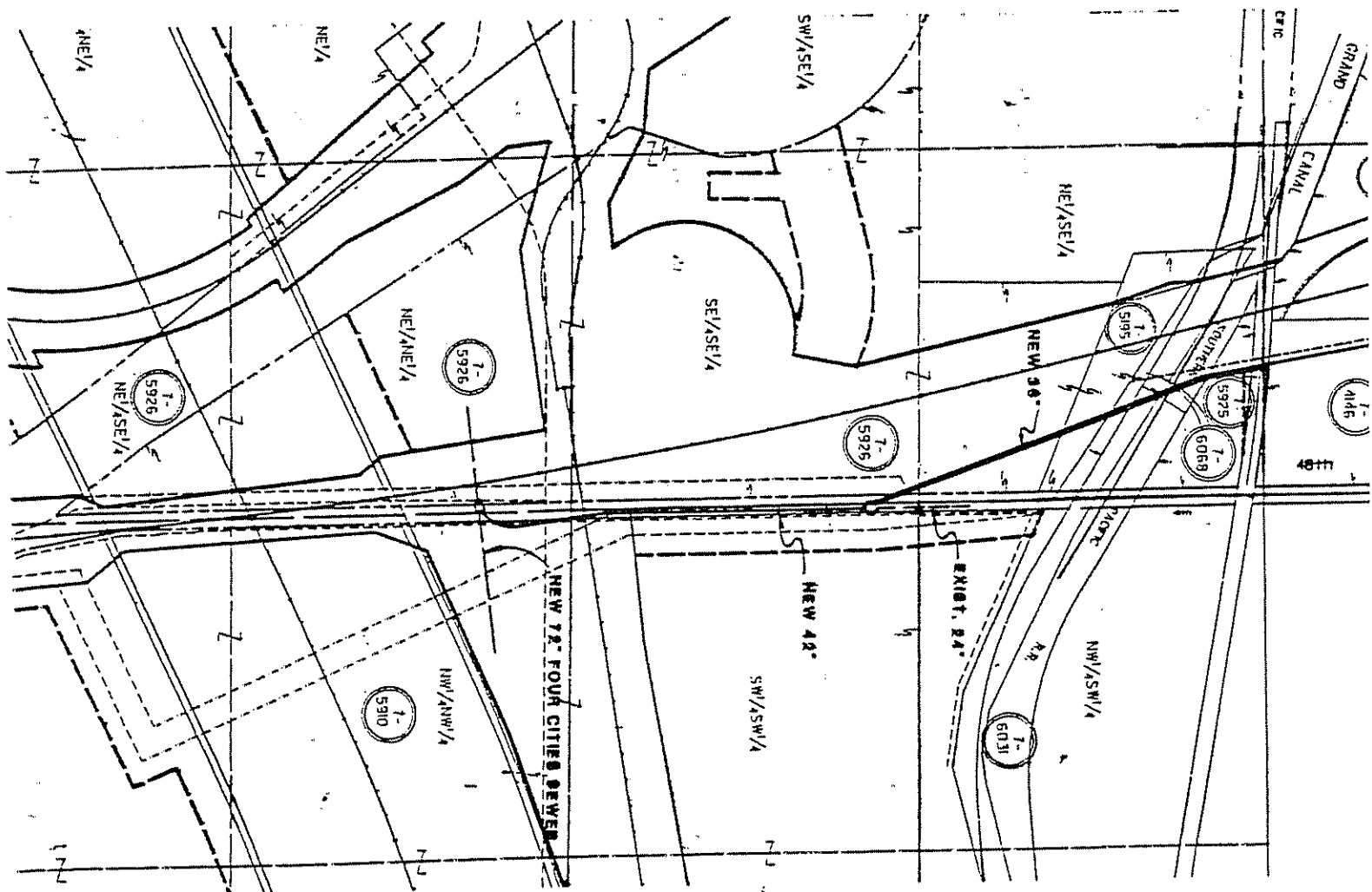
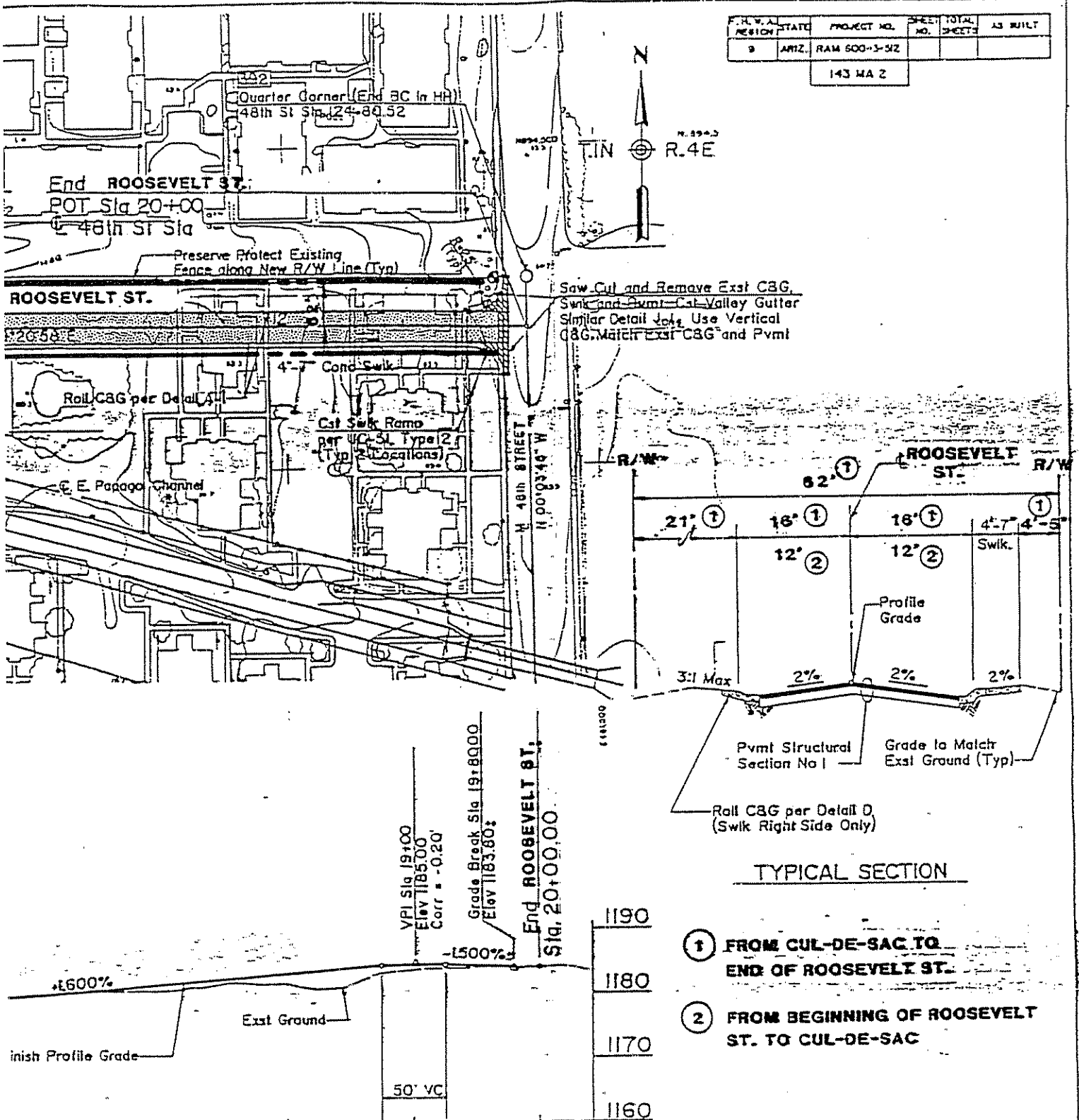


EXHIBIT 'A'



| F.H.W.A. REGION | STATE | PROJECT NO. | SHEET NO. | TOTAL SHEETS | AS BUILT |
|-----------------|-------|---------------|-----------|--------------|----------|
| 9 | ARIZ. | RAM 600-3-512 | | | |
| 143 WA 2 | | | | | |

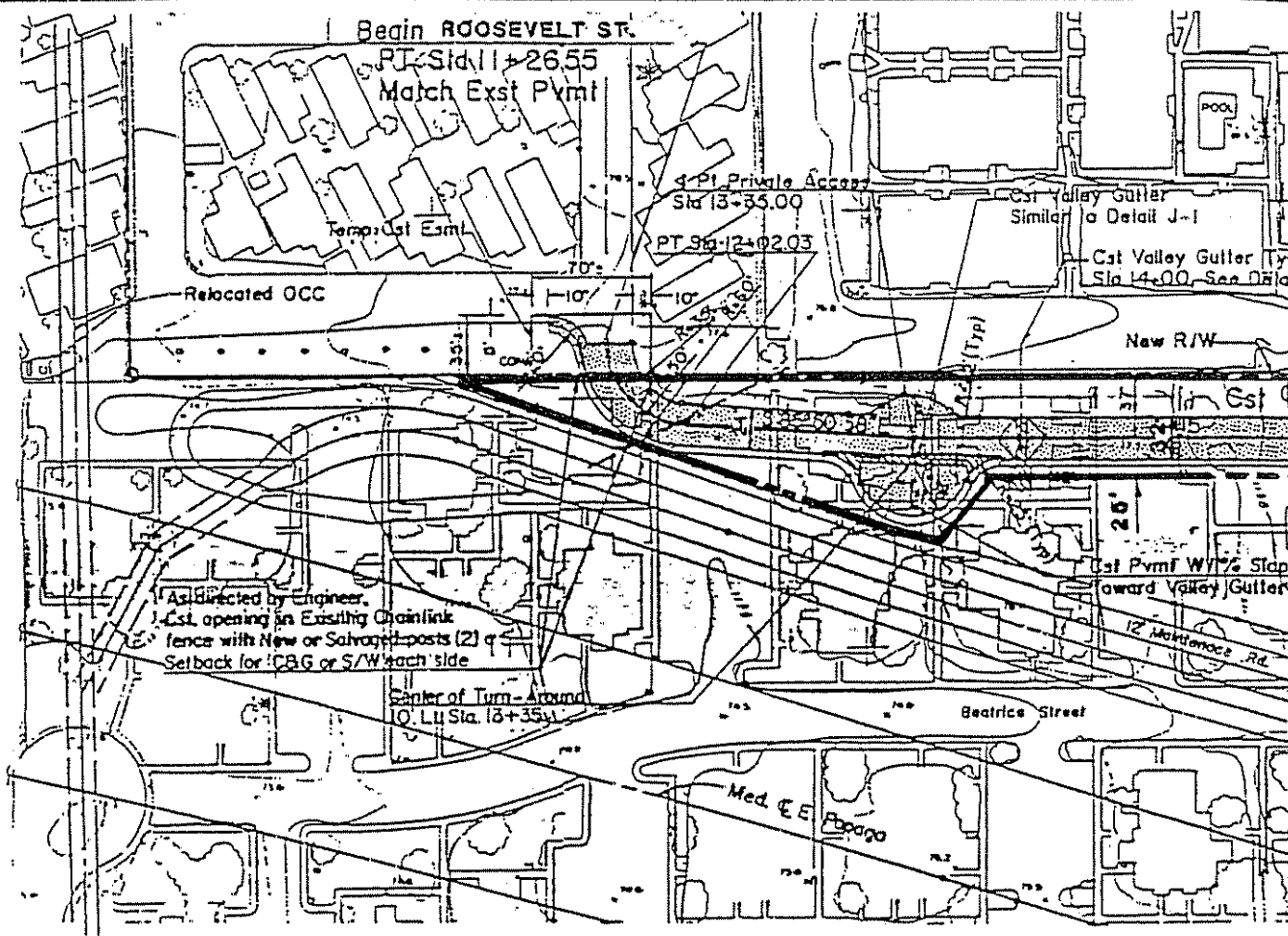


TYPICAL SECTION

- ① FROM CUL-DE-SAC TO END OF ROOSEVELT ST.
- ② FROM BEGINNING OF ROOSEVELT ST. TO CUL-DE-SAC

EXHIBIT B

| | | | |
|------------------------------|------|------|--------------------------------------|
| DESIGN | NAME | DATE | ARIZONA DEPARTMENT OF TRANSPORTATION |
| DRAWN | ETR | 5/89 | HIGHWAY DIVISION |
| CHECKED | VC | 5/89 | |
| Roosevelt St. Plan & Profile | | | |
| ROUTE | 143 | 2 | HOHOKAM (EAST PAPAGO, PH. II) |
| DWG. NO. C-2.41 | | | |



PLAN

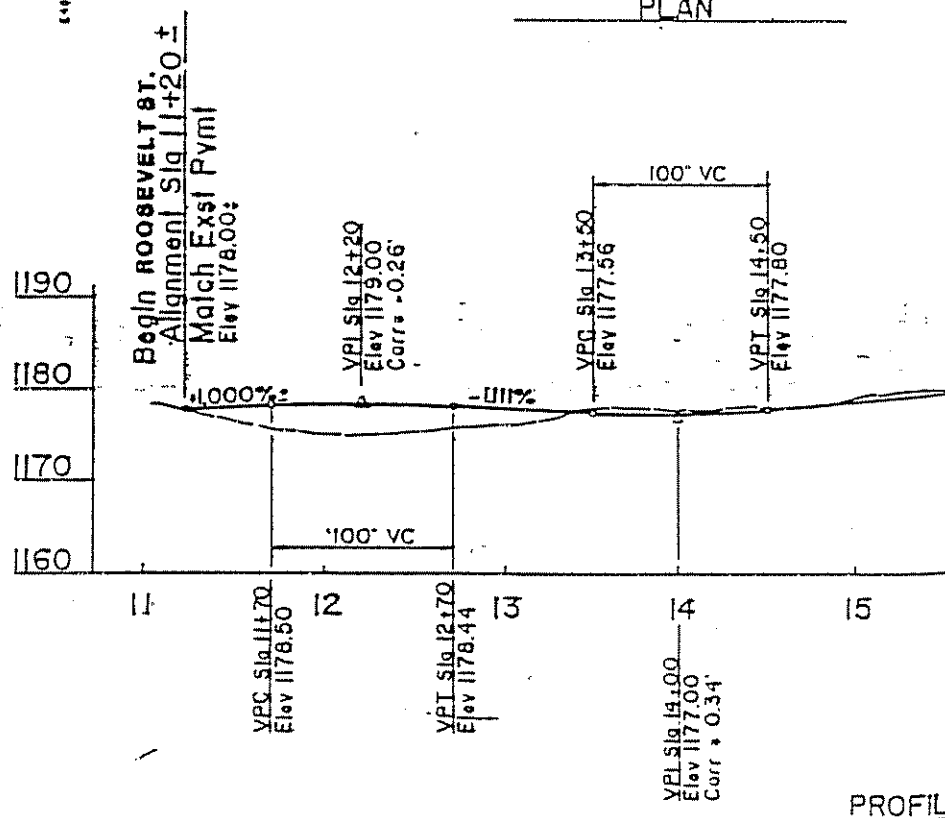
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EXHIBIT "C"

ESTIMATED COST OF CITY OF PHOENIX SEWER RELOCATION

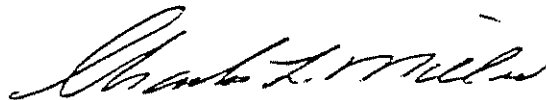
DMJM 9/28/89

| ITEMS OF WORK | SEG- MENT | DRAW- ING | UNIT | UNIT COST | COST OF COP SEWER MAIN EXISTING SCHEDULE | |
|--------------------------------|--------------|--------------|------|--------------|--|--------------|
| 1 SEWERLINE A | | | | | | |
| 1.1 MODIFY EXIST. M.H. | 1B | U-2.1 | EA. | 1000 | 1 | 1,000 |
| 1.2 500 GPM 5' LIFT PUMP | 1B | U-2.2 | EA. | 5000 | 1 | 5,000 |
| 1.3 10" DIA. TEMP DIP | 1B | U-2.1 | L.F. | 40 | 622 | 24,880 |
| SEWERLINE A | | | | | | 30,880 |
| 2 SEWERLINE C | | | | | | |
| 2.1 MODIFY EXIST. M.H. | 1B | U-4.1 | EA. | 1000 | 1 | 1,000 |
| 2.2 INSTALL STD. M.H. | 1B | U-4.1 | EA. | 2000 | 2 | 4,000 |
| 2.3 8" DIA. VCP SEWER | 1B | U-4.1 | L.F. | 20 | 387 | 7,740 |
| SEWERLINE C | | | | | | 12,740 |
| 3 48TH STREET SEWER | | | | | | |
| 3.1 REMOVE EXIST. M.H. | 1B | U-5.1 | EA. | 250 | 1 | 250 |
| 3.2 MODIFY EXIST. M.H. | 1B | U-5.1 | EA. | 1000 | 1 | 1,000 |
| 3.3 INSTALL STD. M.H. | 2A | U-9.2 | EA. | 2000 | 1 | 2,000 |
| 3.4 INSTALL STD. M.H. | 1B | U-5.1 | EA. | 2000 | 1 | 2,000 |
| 3.5 12" DIA. VCP SEWER | 1B | U-5.1 | L.F. | 25 | 369 | 9,225 |
| 48TH STREET SEWER | | | | | | 14,475 |
| 4 COP SEWER MAIN | | | | | | |
| 4.1 4 CTY SWR JCT STRUC | 2A | U-7.1 | L.S. | NA | 1 | 30,000 |
| 4.2 48TH ST SWR JCT STRUC | 2A | U-5.9 | L.S. | NA | 1 | 28,000 |
| 4.3 INSTALL 60" M.H., LINED | N/A | N/A | EA. | 3750 | 24 | 90,000 |
| 4.4 36" DIA. RCP SEWER, LINED | N/A | N/A | L.F. | 140 | 7900 | 1,106,000 |
| 4.5 42" DIA. RCP SEWER, LINED | N/A | N/A | L.F. | 155 | 1460 | 226,300 |
| 4.6 72" DIA. RCP SLEEVE | N/A | N/A | L.F. | 225 | 500 | 112,500 |
| COP SEWER MAIN | | | | | | 1,592,800 |
| SUBTOTAL | | | | | | 1,650,895 |
| CONSTRUCTION SURVEYING (3%) | | | | | | 49,527 |
| SUBTOTAL | | | | | | 1,700,422 |
| CONSTRUCTION ENGINEERING (12%) | | | | | | 204,051 |
| APPROXIMATE COST | | | | | | \$ 1,904,000 |

RESOLUTION

BE IT RESOLVED on this 12th day of September 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for constructing the relocation of a new sewer line along the relocated Old Crosscut Canal.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 17569

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF TRANSPORTATION TO REIMBURSE THE STATE FOR COSTS ASSOCIATED WITH THE CONSTRUCTION OF A CITY SANITARY SEWER (APPROXIMATELY 48-INCH) FROM ROOSEVELT STREET TO THE SALT RIVER ALONG THE HOHOKAM EXPRESSWAY.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX, as follows:

SECTION 1. That the City Manager or his designee is authorized to enter into an Intergovernmental Agreement with the State of Arizona through its Department of Transportation to reimburse the State for costs associated with the construction of a City sanitary sewer (approximately 48-inch) from Roosevelt Street to the Salt River along the Hohokam Expressway.

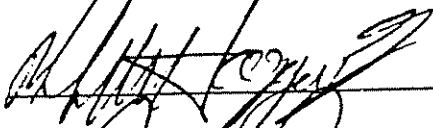
PASSED by the Council of the City of Phoenix this
' 04 day of OCTOBER, 1989.


VICE M A Y O R

ATTEST:


ACTING
City Clerk

APPROVED AS TO FORM:



ACTING
City Attorney

REVIEWED BY:



ASSISTANT
City Manager

1001
JWS/cz;1632M
10/4/89;43

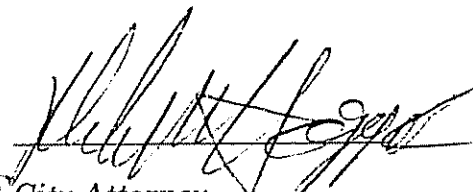
- 2 -

Resolution No. 17569

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 31 day of October, 1989.



ACTING City Attorney


1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. RR89-2538-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of February, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "Dawn R. Repack", written over a horizontal line.

Assistant Attorney General
Transportation Division